

AG Contract No. KR97-2811TRN
ADOT ECS File No. JPA 97-216
Project: Sale of Fuel
Section: LaPaz County

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
LAPAZ COUNTY, ARIZONA

THIS AGREEMENT is entered into 21 January, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the LAPAZ COUNTY,
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has a requirement for motor vehicle fuel statewide. The DOT has fueling facilities statewide and has agreed to provide fuel for County vehicles.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 22162
Filed with the Secretary of State

Date Filed: 01/21/98

Betty Gayless
Secretary of State

By: Wicky Duerenewold

II. SCOPE

1. The State will:

a. On a "self-service" basis provide fuel to the County vehicles at DOT facilities statewide.

b. No more often than monthly, invoice the County with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

2. The County will:

a. Provide the State a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State fueling facilities. Insure State universal credit cards issued to County drivers contain encoded requirements necessary to interface with automated DOT fuel locations.

b. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased or comply with established procedures when DOT locations have automated card readers in place.

c. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacles with DOT fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the DOT within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the County CNG program.

d. Reimburse the DOT for the previous month's invoice for fuel within 30 days after receipt. Coordinate as needed with the DOT, and be responsible for all costs associated with accidents or damages caused by County vehicles to State property.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect until January 31, 2002, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. Either party may terminate this agreement at anytime by giving thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Services Administrator
2225 South 22nd Avenue
Phoenix, AZ 85009

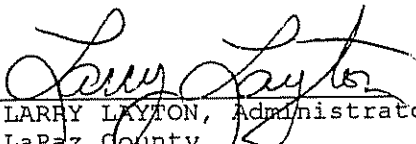
LaPaz County Administrator
1108 Joshua Avenue
Parker, AZ 85344

7. Attached hereto and made a part hereof is the written determination of each parties legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

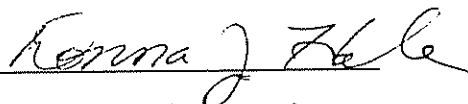
LAPAZ COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
LARRY LAYTON, Administrator
LaPaz County

By 
JOSEPH H. O'NEILL, Administrator
Equipment Services

ATTEST

By 
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 2nd day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with LaPaz County for the purpose of defining responsibilities for the sale of fuel to the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Services Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

APPROVAL OF THE LA PAZ COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and LA PAZ COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 23rd day of December, 1997.

R. Glenn Buckelew

County Attorney

La Paz County Board of Supervisors
Monday, November 17, 1997 Regular Meeting

In answer to Supervisor Edey's question, Clerk of the Board Hale noted that should changing precincts affect supervisorial districts, then it can only be accomplished during a Presidential election year, which would mean in the year 2000.

SUPERVISOR EDEY MOVED to reaffirm the existing election precincts pursuant to A.R.S. § 16-411, as recommended by Clerk of the Board Hale. Motion seconded by Supervisor Barker, passed unanimously.

Approve a Letter of Authorization to the Arizona Department of Transportation for use of fuel and application for a credit card

County Administrator Layton stated that the County had the opportunity to save money by purchasing products through State Contract and that motor fuel was available for purchase at a discount rate through State Contract.

He explained that the State purchases fuel at a reduced price due to the quantity needed and that the County could take advantage of purchasing fuel when outside of the Parker area, in the outlying areas or when traveling to Phoenix.

He further explained that many of the fuel pumps were automated, therefore, it would be necessary to apply for a Voyager credit card which would be used when fueling a vehicle.

He added that this agreement would not bind any County employee to purchase fuel at an ADOT fueling pump but would give them the opportunity to do so, when convenient.

He concluded that upon approval by the Board of Supervisors, a letter of authorization would be sent, requesting that an agreement between La Paz County and ADOT be approved for purchasing fuel and that a credit card with Voyager also be secured.

In answer to Supervisor Barker's question, County Administrator Layton stated that there were no initial or annual fees involved with the Voyager credit card and that a separate account would be set up for each participating department.

SUPERVISOR BARKER MOVED to submit a Letter of Authorization to the Arizona Department of Transportation for use of fuel pumps and approve to submit an application for a credit card, as recommended by County Administrator Layton. Motion seconded by Supervisor Edey, passed unanimously.



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2811TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 12, 1998.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/9819

Enc.